Many Employes Lose Benefits Due To Late Filing

EACH YEAR MANY RAILroad employes lose sickness benefits because they do not file their applications and supporting medical evidence (statement of sickness) on time. The potential loss to an employe can be substantial. Loss of benefits because of late filing can be avoided if the employe takes a few simple precautions as explained below.

When an employe is unable to work because of injury or illness, he is required to file a statement of sickness with his application for such benefits. To insure full payment, the statement must be completed by his doctor and sent to the Board within 10 days of the first day for which the employe wishes to claim benefits. This does not mean that an employe who files after the 10-day time limit automatically loses benefits. If the statement is received after the 10-day period he can still avoid loss of benefits if he is able to furnish a good reason for the delay. For example, the employe's statement of sickness might have been delayed because the doctor was too busy to complete the form, or his illness was such that he was unable to send the forms in on time. However, even though full benefits may be paid in such cases, it must be remembered that the payments will be delayed until the facts can be ascertained.

Every year, the Board publicizes the importance of prompt filing for sickness benefits. Unfortunately, this message does not reach everyone. For example, only half of the sickness applications filed during this January were filed within the required time limit, and 10 percent were not filed within 30 days. Consequently, many employes who were sick in January did not receive the full amount of the sickness benefits which would have been paid had they filed on time.

Railroad employes can protect themselves and their families against loss of benefits due to late filing by taking the following steps:

1. Secure a sickness application from your railroad employer or labor organization, or from the Railroad Retirement Board office. The statement of sickness for your doctor to complete is attached to the application.

2. Print your full name and, just as important, your social security number on both the application and the statement of sickness. In January, almost 300 employes received their benefit payments late because their social security numbers were omitted or shown incorrectly.

3. Put the right-hand section of your form BA-6 (Railroad Retirement Statement of Service and Compensation) in the same envelope with your application.

4. Keep the envelope where your wife or other family members can find it.

Then, if you do get injured or sick, fill out the application and have your doctor complete the attached statement of sickness. See that both forms are mailed to the Board together with the section of your BA-6 form. If you know the forms are going to reach the Board after the 10-day time limit, it will be helpful to enclose an explanation of why they were delayed.

$2 Million Project Slated At Cincinnati

PENN CENTRAL WILL spend $2.1 million this year to install a sophisticated track signaling system on major portions of its route between Cincinnati and Columbus, Ohio.

The new facilities will improve operating efficiency and expedite train movements over the railroad's Cincinnati Division.

It is part of the steadily developing program to upgrade facilities of the former Pennsylvania and New York Central railroads, merged to form Penn Central.

The new signaling equipment known as TCS (Traffic Control System) will be installed on 36 miles of former New York Central trackage between Sharon Yard, north of Cincinnati, and Dayton and also over a 30-mile section of former Pennsylvania trackage between London and Xenia, Ohio.

It will permit remote control of train movements over this trackage from PC's division headquarters at Cincinnati.

Improved efficiency resulting from the new signaling will permit Penn Central to retire approximately 89 miles of excess trackage. In most instances, this will be removal of sidings or one track of a dual-track system.

Included in the project will be a new $243,000 railroad bridge at Dayton to permit construction of additional trackage in that vicinity. The bridge contract has been awarded to Bates & Rogers Construction Corporation of Chicago and work is already in progress.

All other work will be performed by the railroad's own track and signaling forces.

The new signaling will be activated gradually on a section-by-section basis as work is completed. Completion of the entire project is scheduled by December.

To further improve operating efficiency in the vital Columbus-Cincinnati shipping corridor, Penn Central will take advantage of its dual routes between Dayton and London to establish a one-way traffic pattern. Westbound trains will be routed over the former Pennsylvania right-of-way from London to Xenia to Dayton. Eastbound trains will use the former New York Central from Dayton to Springfield to London.

would meet this qualification. The use of a private truck or automobile would not meet this requirement unless it was with the authorization or permission of the carrier.

In addition the employe must, at the time of the accident be either deadheading under orders or traveling at carrier expense. An employe traveling at the direction of the carrier is considered to be deadheading under orders. This includes traveling during periods of time that the employe is under pay. Traveling at carrier expense would include traveling that is in a vehicle of the carrier or where the expenses are paid for by the carriers.

Generally, this Article would provide payments for personal injury or death to an employe from an accident occurring while the employe is:

1) traveling from one work point to another work point in a company truck during a regular tour of duty;
2) traveling in a company truck or authorized private automobile while under pay;
3) traveling at company expense such as the authorized use of a company truck or private car where mileage expenses are paid for by the carrier; and
4) traveling in a carrier truck or authorized private car under the direction of the carrier.

Payments are not provided for accidents that occur while the employe is:

1) traveling in a private automobile the use of which has not been authorized by the carrier;
2) commuting to and from work from an employe's home in a private car.

Effective 1/1/68

SCHEDULE OF PAYMENTS DUE UNDER APPLICABLE RULES FOR THE GIVEN SITUATIONS

LINE	COLUMN →	A			B		
	SITUATION → ↓	EMPLOYEE WORKS	NOTE	HRS.	EMPLOYEE IS OFF	NOTE	HRS. DUE
1	Work Day	8 @ Pro Rata	1	8	0		0
2	Rest Day	8 @ 1½ Rate	2	12	0		0
3	Work Day-Holiday	8 @ 1½ Rate 8 @ Pro Rata	3 4	12 8	8 @ Pro Rata	4	8
4	Work Day-Birthday	8 @ 1½ Rate 8 @ Pro Rata	3 5	12 8	8 @ Pro Rata	5	8
5	Work Day-Holiday & Birthday	8 @ 1½ Rate 8 @ Pro Rata 8 @ Pro Rata	3 4 5	12 8 8	8 @ Pro Rata 8 @ Pro Rata	4 5	8 8
6	Rest Day-Holiday	8 @ 1½ Rate 8 @ Pro Rata	2/3 4	12 8	8 @ Pro Rata	4	8
7	Rest Day-Birthday	8 @ 1½ Rate 8 @ Pro Rata	2/3 5	12 8	8 @ Pro Rata	5	8
8	Rest Day-Holiday & Birthday	8 @ 1½ Rate 8 @ Pro Rata 8 @ Pro Rata	2/3 4 5	12 8 8	8 @ Pro Rata 8 @ Pro Rata	4 5	8 8

NOTES	RULE PROVISION	APPLICABLE RATE	RULE SOURCE
1	Basic Day Rule	Pro Rata	Rule (?) - Basic Rule Book
2	Rest Day Service Rule	Time & one-half	40 Hr.Workweek - Rule (?) - Basic (Book Rule
3	Holiday Work Rule	Time & one-half.	40 Hr.Workweek - Rule (?) - " "
2/3	Rest Day Service OR Holiday Work Rule	Time & one-half	Article III, June 24,1968 Natl. Agmt.
4	Holiday Pay	Pro Rata	Article III, June 24,1968 Natl. Agmt.
5	Birthday Pay	Pro Rata	Article III, June 24,1968 Natl. Agmt.

Schedule based upon 8-hour assignments and compiled in the premise that qualifications for holiday pay have been met. "Holiday" in the schedule means the seven legal holidays, as distinguished from "Birthday."

Note: Under Article III, employes who would be entitled to holiday pay for holidays commencing with January 1, 1968, for which they were not eligible under the former agreement provisions, must file claims for such holiday pay. Time limit provisions in relation to such claims will start running on the effective date of the agreement. Claims will be honored by the Carriers for a period not exceeding 60 days thereafter.

terest Rate Rise Threat To Economy

AFL - CIO PRES. GEORGE Meany warned Congress that the nation's economy could be thrown into a skid if the government jams too hard on the economic brakes in an effort to hold down prices.

Meany stressed labor's view that the roots of the current rise in living costs are excessive interest rates and price-gouging by industry and business.

He spoke sharply of the "swollen profits," which have risen during this decade "almost 200 percent faster than the weekly take-home pay of the average non-supervisory worker." The basis for higher profits, he said, should be "an expanding sales volume" and not a big profit margin on each sales dollar.

Meany told the committee, made up equally of congressmen and senators, that the record-high interest rates on borrowing money are reflected in "the prices of almost everything we buy. . . . In addition, they are being built into the payments that consumers will make on installments and mortgage loans for years to come."

He warned that the nation's housing goals are endangered by the sharp boost in mortgage interest.

"A slowdown of residential construction is threatened instead of the vast home-building expansion that is needed," Meany cautioned. "Past experience teaches that high interest rates and tight money hit home building fastest and hardest —the tight money, high interest rate policy of 1966 threw residential construction into a deep recession."

As to the 10 percent tax surcharge, Meany said its retention should depend on "the trend of unemployment in the months ahead and the level of military expenditures." He said a rise in unemployment would be a "strong reason" to end the tax or begin to phase it out.

If the decision is to continue it, Meany urged, the same tax rate "should be applied to income that is now excluded from federal taxation, as a result of the major loopholes for capital gains, oil and mineral depletion allowances and income for state and local bonds."

And if the economy is to rest on a sound basis, he said, "the lag of real wages and salaries must be ended."

and July 4, a recognized holid He qualifies for holiday pay for both his birthday holiday and July 4. He will, therefore, receive 8 hours at the straight time rate for each of these holidays, or 16 hours. If he is called to work on this particular July 4 (which is also his birthday holiday and one of his assigned rest days) and works 8 hours, he will be paid 8 hours at the overtime rate for such work in addition to the 16 hours' pay at the straight time rate. No additional overtime pay will accrue to him.

This amendment is not effective prior to January 1, 1968 and does not wipe out claims based on occurrences prior to that date.

The note to Section 4 makes it clear, however, that the double time rate, rather than the time and one-half rate, will apply when it is applicable under any collective bargaining agreement.

Article IV—Accident Insurance

Carriers will assume liability for payment of lump sum settlements, medical expenses, and time loss for employes who suffer death, dismemberment and injury when riding in authorized off-track vehicles and are either deadheading under orders or being transported at carrier expense.

The carriers will provide for loss of life or dismemberment occurring within 120 days after date of an accident under conditions similar to those described generally above, the following:

Loss of Life	$100,000
Loss of Both Hands	100,000
Loss of Both Feet	100,000
Loss of Sight of Both Eyes	100,000
Loss of One Hand and One Foot	100,000
Loss of One Hand and Sight of One Eye	100,000
Loss of One Foot and Sight of One Eye	100,000
Loss of One Hand or One Foot or Sight of One Eye	50,000

The carriers will provide up to $3000 actual expense incurred for medical and hospital care as a result of this type of accident.

The carriers will pay under this benefit to an injured employe 80% of his basic full-time weekly compensation for time actually lost, subject to a maximum of $100.00 per week for as many as 156 continuous weeks. This amount will be reduced by such amounts as the employe is entitled to receive from the Railroad Retirement Board for unemployment and sickness benefits.

Effective July 1, 1969, the carriers will provide and pay the amounts set forth in this Article of the agreement for employes injured under certain circumstances. This Article will provide payments for personal injuries or death resulting from accidents involving employes traveling in connection with their employment.

Employes who are entitled to retroactive holiday pay under this new agreement must file claims for such holiday pay with the carrier Officer to whom they normally submit their payrolls. Time limit provisions in relation to such claims started on April 21. Claims will be honored by the carriers for a period not exceeding sixty (60) days thereafter.

The payments are provided for accidents involving employes represented by the Brotherhood of Railroad Signalmen while such employes are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are deadheading under orders or being transported at carrier expense.

There are two conditions to be satisfied before employes involved in accidents are covered. First, the employe must be riding in, boarding, or alighting from off track vehicles authorized by the carrier. In addition, the employe must be deadheading under orders or being transported at carrier expense.

Generally, off-track vehicles authorized by the carrier covers the authorized use of carrier vehicles and the employes vehicles. The use of such vehicles must be authorized by the carrier. Use of a carrier truck or automobile with permission or acquiescence of the carrier

Effective 1/1/68

SCHEDULE OF PAYMENTS DUE UNDER APPLICABLE RULES
FOR THE GIVEN SITUATIONS RELATIVE TO VACATION PERIODS

LINE	COLUMN → / SITUATION ↓	C EMPLOYEE WORKS VACATION	NOTE	HRS DUE	D EMPLOYEE WORKS VACATION EXCEPT HOLIDAY, BIRTHDAY OR REST DAY	NOTE	HRS. DUE	E EMPLOYEE IS ON VACATION	NOTE	HRS DUE
1	Work Day	8 @ Pro Rata 8 @ 1½ Rate	6 8	8 12				8 @ Pro Rata	6	8
2	Rest Day	8 @ 1½ Rate	2	12				0		0
3	Work Day -Holiday	8 @ Pro Rata 8 @ Pro Rata 8 @ 1½ Rate	4 6 8/3	8 8 12	8 @ Pro Rata 8 @ Pro Rata	4 6	8 8	8 @ Pro Rata plus A or B A 8 @ Pro Rata or B 8 @ 1½ Rate	4 6 7*	8 8 12
4	Work Day-Birthday	8 @ Pro Rata 8 @ Pro Rata 8 @ 1½ Rate	5 6 8/3	8 8 12	8 @ Pro Rata 8 @ Pro Rata	5 6	8 8	8 @ Pro Rata plus A or B A 8 @ Pro Rata or B 8 @ 1½ Rate	5 6 7*	8 8 12
5	Work Day -Holiday & Birthday	8 @ Pro Rata 8 @ Pro Rata 8 @ Pro Rata 8 @ 1½ Rate	4 5 6 8/3	8 8 8 12	8 @ Pro Rata 8 @ Pro Rata 8 @ Pro Rata	4 5 6	8 8 8	8 @ Pro Rata 8 @ Pro Rata plus A or B A 8 @ Pro Rata or B 8 @ 1½ Rate	4 5 6 7*	8 8 8 12
6	Rest Day-Holiday	8 @ 1½ Rate 8 @ Pro Rata	2/3 4	12 8	8 @ Pro Rata	4	8	8 @ Pro Rata	4	8
7	Rest Day-Birthday	8 @ 1½ Rate 8 @ Pro Rata	2/3 5	12 8	8 @ Pro Rata	5	8	8 @ Pro Rata	5	8
8	Rest Day-Holiday & Birthday	8 @ 1½ Rate 8 @ Pro Rata 8 @ Pro Rata	2/3 4 5	12 8 8	8 @ Pro Rata 8 @ Pro Rata	4 5	8 8	8 @ Pro Rata 8 @ Pro Rata	4 5	8 8

* If position works on Holiday or Birthday, or if employee would have worked same save for being on vacation, the payment due is 8 hrs. @ 1½ Rate - 12 Hrs.

NOTES (Reference Notes 1 through 5 are on page 1)

NOTES	RULE PROVISION	APPLICABLE RATE	RULE SOURCE
6	Vacation Pay	Pro Rata	Article 7, National Vacation Agmt.
7	Vacation Pay	Time & one-half	Article 7, National Vacation Agmt.
8	Vacation Servc.Pfmd.	Time & one-half	Article 5, National Vacation Agmt.
8/3	Vacation Servc.Pfmd. OR Work on Holiday	Time & one-half	Article 5, National Vacation Agmt. OR Article III, June 24, 1968 Natl.Agmt.

General Information on Applying The Agreement

GRAND LODGE HAS PREpared a resume and outline with examples and illustrations of how the agreement might apply in given situations. Your particular attention is directed to the notes under the schedules. The explanations are intended to be used only for very general information purposes. The benefits provided in the four articles of the Agreement are described in detail in the agreement itself, and disputes will be resolved according to the language of the agreement.

Article II—Vacations

Effective with the calendar year 1968, an annual vacation of 10 days with pay will be granted after two years' service instead of three years as in the past. An employe who took his vacation prior to the date of this Agreement would now be entitled to any additional vacation that might be due him as a result of this change in qualifying requirements. No further change in the Vacation Agreement can be requested until in 1969 to become effective with the calendar year 1970.

Under Article II, an employe's vacation period will not be extended when a holiday, including the birthday holiday, falls within such period, but see the provisions of Article III, Section 3, discussed below, which allow additional pay to hourly, daily, or weekly-rated employes in such circumstances.

Article III—Holidays

No change has been made in the number of paid holidays. Under revised Section 1 of the holiday pay rule, however, if one of the recognized holidays falls on the rest day of a qualified hourly or daily rated employe, he will receive pay for the holiday. This change becomes effective January 1, 1968. It corrects an inequitable situation which has existed in the past, as previously hourly or daily rated employes did not receive holiday pay for a holiday, except the birthday holiday, if it fell on an assigned rest day. Any hourly or daily rated employe who has not been properly compensated for holiday pay for a holiday falling on his rest day in 1968 and 1969 prior to the date of this agreement is now entitled to be compensated retroactively.

As was outlined in the discussion of Article II, the vacation period is not extended when a recognized holiday or birthday holiday falls within such period. Under Section 3 of Article III, however, employes in our craft on an hourly or daily basis whose position is not scheduled to work on the holiday, will receive the holiday pay for which they qualify and will no longer lose this pay because the holiday happens to fall within their vacation period. This is also an important improvement in the holiday pay rule. Neither it nor the change outlined above with respect to a holiday falling on a rest day applies to monthly rated employes, however, because holiday pay is already included in their monthly rate on an annual basis.

In the past, the question of the pyramiding of overtime has frequently arisen; that is, whether when an employe works on a day which, for example, is both his rest day and a holiday, he is entitled to overtime pay for both the rest day and the holiday. Section 4 of Article III provides that "under no circumstances will an employe be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which also is a work day, a rest day, and/or a vacation day."

Assume that an hourly rated employe's birthday falls on a Saturday which is also his assigned rest day

ARTICLE I - WAGE INCREASE

ICC DIV CLASS	REGION	1-1-68 PRESENT RATE	7-1-68 CENTS PER HOUR	7-1-68 GENERAL 3 1/2%	1-1-69 GENERAL 2%	7-1-69 GENERAL 3%	TOTAL CENTS	INCREASE PERCENTAGE
			22¢	12.26¢	7.25¢	11.10¢	52.61¢	
	EAST							
46		$3.2855	$3.5055	$3.6281	$3.7006	$3.8116		16%
SIGMN & SIG.MTR.			22¢	12.17¢	7.20¢	11.02¢	52.39¢	
	WEST & SOUTH	$3.2597	$3.4797	$3.6014	$3.6734	$3.7836		16%
			9¢	10.95¢	6.47¢	9.91¢	36.33¢	
48	EAST	(top rate)						
ASST. SIGMN		$3.0402	$3.1302	$3.2397	$3.3044	$3.4035		12%
&	WEST		9¢	10.86¢	6.42¢	9.83¢	36.11¢	
ASST.	&	(top rate)						
SIG.MTR.	SOUTH	$3.0141	$3.1041	$3.2127	$3.2769	$3.3752		12%
			9¢	10.23¢	6.05¢	9.25¢	34.53¢	
49	EAST							
		$2.8335	$2.9235	$3.0258	$3.0863	$3.1788		12%
HELPER			9¢	10.14¢	5.99¢	9.17¢	34.30¢	
	WEST & SOUTH	$2.8077	$2.8977	$2.9991	$3.0590	$3.1507		12%
EXAMPLE-MONTHLY RATES	211 2/3 hrs.		(22¢) $46.56	$28.73	$16.99	$26.00	$118.28	
		$774.33	$820.89	$849.62	$866.61	$892.61		15.2%
	176 2/3 hrs.		(22¢) $38.86	$27.41	$16.21	$24.80	$107.28	
		$744.34	$783.20	$810.61	$826.82	$851.62		14.4%

any notice or proposal for the purpose of changing the provisions of this agreement, or which relates to the subject matter of the provisions of this agreement or the notices specified in paragraph (a) above, and any pending notices relating to such subject matters are hereby withdrawn.

(c) The organization's notice served on some of the railroads parties hereto on or about March 15, 1967 of desire to revise and change the Mediation Agreement (Case A-7128) dated February 7, 1965, the notice served by some of the carriers parties hereto on the organization representatives on or about March 30, 1967 to amend such Mediation Agreement, and any other pending notices relating to this subject matter, are hereby withdrawn and no proposal relating to this subject matter may be served prior to September 1, 1969 (not to become effective before January 1, 1970).

(d) If a carrier party hereto proposes a merger or coordination or a major technological change, the organization may, in relation thereto, serve and progress proposals for changes in rates of pay on an individual position basis based upon increased duties and/or responsibilities by reason of such contemplated merger, coordination or major technological change.

Note: For purposes of this agreement a "major technological change" is one involving 5 or more employes subject to the pay provisions of the collective bargaining agreement between an individual railroad and the organization party to this agreement.

(e) During the term of this agreement, pending proposals covering subject matters not specifically dealt with in paragraphs (b), (c) and (d) of this Article need not be withdrawn and new proposals covering such subject matters may be served, and such pending or new proposals may be progressed within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act, as amended.

(f) This Article will not bar management and committees on individual railroads from agreeing upon any subject of mutual interest.

SIGNED AT WASHINGTON, D. C.
THIS 21 DAY OF APRIL, 1969.
(Signatures Omitted)

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202—659-9320

J. P. HILTZ, JR., *Chairman* W. D. QUARLES, JR., *Vice Chairman*
JAMES A. WILCOX, *General Counsel* H. E. GREER, *Director of Research* J. F. GRIFFIN, *Administrative Secretary*

W. S. MACGILL, *Chairman* Southeastern Carriers' Conference Committee
J. W. ORAM, *Chairman* Eastern Carriers' Conference Committee
M. E. PARKS, *Chairman* Western Carriers' Conference Committee

April 21 , 1969

Mr. C. J. Chamberlain, President
Brotherhood of Railroad Signalmen
2247 West Lawrence Avenue
Chicago, Illinois 60625

Dear Mr. Chamberlain:

In connection with Articles II and III of the Mediation Agreement of April 21, 1969:

Under Article II, an employee entitled to a second week of vacation in 1968 shall be paid in lieu thereof, and an employee entitled to a second week of vacation in 1969 shall be granted an additional week's vacation or paid in lieu thereof whether or not he has already taken his first week of vacation. Payments in lieu of such second week of vacation in 1968, and payments in lieu of such second week of vacation in 1969 prior to June 1, 1969, shall be made at straight time rates except to the extent that payments at higher rates are required under provisions other than Article I, Section 4 of the August 21, 1954 Agreement (amending Article 5 of the December 17, 1941 Agreement). In determining whether an employee is entitled to a second week of vacation in 1969, paragraph (b) in Section 1 of Article II applies regardless of whether the employee has already taken his vacation.

Under Article III, employees who would be entitled to holiday pay for holidays commencing with January 1, 1968, for which they were not eligible under the former agreement provisions, may file claims for such holiday pay. Time limit provisions in relation to such claims start running April 21, 1969, the date of the agreement.

Will you please confirm your acceptance of this understanding by affixing your signature in the space provided therefor below?

Yours very truly,

/s/ J. P. Hiltz, Jr.

Accepted:

/s/ C. J. Chamberlain

Henricks Appointed Signal Sales Manager

CARL L. HENRICKS HAS BEEN appointed Sales Manager, Signal Section, of the Western - Cullen Division, Federal Sign and Signal Corporation, Chicago.

Prior to his appointment, he was with the Watson-Flagg Engineering Company, New York City, starting with that firm, in November 1954, as Signal Engineer. He was subsequently promoted to Project Manager for their railroad division.

Henricks was born in Rahway, N.J.

He attended North Greenville (South Carolina) Junior College, and later served three and one-half years in the U.S. Army Air Corps.

In July 1950, Henricks was employed as signalman with the Hudson and Manhattan, and subsequently was promoted to assistant signal engineer. He resigned that position in 1952 to accept employment with the Kerite Cable Company as sales engineer.

He is a member of the New York Railroad Club, and the Association of Electrical Construction Engineers.

There will be 600,000 new cases of cancer this year and half can be cured by early diagnosis and proper treatment, according to the American Cancer Society. You can help by supporting the Cancer Crusade.

Loss of Life	$100,000
Loss of Both Hands	100,000
Loss of Both Feet	100,000
Loss of Sight of Both Eyes	100,000
Loss of One Hand and One Foot	100,000
Loss of One Hand and Sight of One Eye	100,000
Loss of One Foot and Sight of One Eye	100,000
Loss of One Hand or One Foot or Sight of One Eye	50,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

Not more than $100,000 will be paid under this paragraph to any one employe or his personal representative as a result of any one accident.

(2) **Medical and Hospital Care**

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of $3,000 for any employe for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) **Time Loss**

The carrier will provide an employe who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80 percent of the employe's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of $100.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employe is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) **Aggregate Limit**

The aggregate amount of payments to be made hereunder is limited to $1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of $1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employe a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) **Payments in Case of Accidental Death:**

Payment of the applicable amount for accidental death shall be made to the employe's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employe, for the benefit of his estate.

(d) **Exclusions:**

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

(1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;

(2) Declared or undeclared war or any act thereof;

(3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;

(4) Accident occurring while the employe driver is under the influence of alcohol or drugs, or if an employe passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;

(5) While an employe is a driver or an occupant of any conveyance engaged in any race or speed test;

(6) While an employe is commuting to and/or from his residence or place of business.

(e) **Offset:**

It is intended that this Article IV is to provide a guaranteed recovery by an employe or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employe or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employe or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) **Subrogation:**

The carrier shall be subrogated to any right of recovery an employe or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after July 1, 1969.

It is understood that no benefits or payments will be due or payable to any employe or his personal representative unless such employe, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of April 21, 1969

_____

(employe or personal representative)

agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

Savings Clause

This Article IV supersedes as of July 1, 1969 any agreement providing benefits of a type specified in paragraph (b) hereof under the conditions specified in paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employes party hereto, may by advising the other party in writing by June 2, 1969, elect to preserve in its entirety an existing agreement providing accidents benefits of the type provided in this Article IV in lieu of this Article IV.

Article V—Court Approval

This Agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.

Article VI—Effect of This Agreement

(a) This Agreement is in settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, B and C on or about September 1, 1967 and March 1, 1968, and of the notices dated on or about March 21, 1968, served by the individual railroads on organization representatives of the employes involved, and shall be construed as a separate agreement by and on behalf of each of said carriers and its employes represented by the organization signatory hereto, and shall remain in effect until January 1, 1970 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) Except as provided in Section 2 of Article II, no party to this Agreement shall serve, prior to September 1, 1969 (not to become effective before January 1, 1970),

rier is credited to 11 or more of 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.

(d) The provisions of this Section and Section 3 hereof applicable to other than regularly assigned employes are not intended to abrogate or supersede more favorable rules and practices existing on certain carriers under which other than regularly assigned employes are being granted paid holidays.

NOTE: This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerated holidays.

Section 2. Section 3 of Article II of the Agreement of August 21, 1954 as amended by the Agreement of August 19, 1960, is hereby amended to read as follows:

Section 3. A regularly assigned employe shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the carrier is credited to the workdays immediately preceding and following such holiday or if the employe is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employe's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

Except as provided in the following paragraph, all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:

(i) Compensation for service paid by the carrier is credited; or

(ii) Such employe is available for service.

Note: "Available" as used in subsection (ii) above is interpreted by the parties to mean that an employe is available unless he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.

For the purposes of Section 1, other than regularly assigned employes who are relieving regularly assigned employes on the same assignment on both the work day preceding and the work day following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday as apply to the employe whom he is relieving.

Note: Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule.

Section 3. Article II of the Agreement of August 21, 1954, as amended, is hereby further amended by the addition of the following Section 7:

Section 7. (a) When any of the seven recognized holidays enumerated in Section 1 of this Article II, or any day which by agreement, or by law or proclamation of the State or Nation, has been substituted or is observed in place of any of such holidays, falls during an hourly or daily rated employe's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

(b) When the birthday holiday provided for in Section 6 of this Article II (Article II, Section 6, of the Agreement of November 20, 1964), or any holiday which by agreement, or by law or proclamation of the State or Nation, has been substituted therefor, falls during an hourly, daily or weekly rated employe's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

Section 4. Section 5 of Article II of the Agreement of August 21, 1954, and paragraph (g) of Section 6 of Article II of the Agreement of November 20, 1964 (amending Article II of the Agreement of August 21, 1954 to provide for birthday holidays), are hereby amended to read as follows:

Existing rules and practices thereunder governing whether an employe works on a holiday and the payment for work performed on a holiday are not changed hereby except that under no circumstances will an employe be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday.

Note: This provision does not supersede provisions of the individual collective agreements that require payment of double time for holidays under specified conditions.

Article IV—Payments to Employes Injured Under Certain Circumstances

Where employes sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employes, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(a) **Covered Conditions:**

This Article is intended to cover accidents involving employes covered by this agreement while such employes are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

(1) deadheading under orders or

(2) being transported at carrier expense.

(b) **Payments to be Made:**

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) **Accidental Death or Dismemberment**

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

(1) **Hourly Rates**—Add the specified percent to the existing hourly rates of pay.

(2) **Daily Rates**—Add the specified percent to the existing daily rates of pay.

(3) **Weekly Rates**—Add the specified percent to the existing weekly rates of pay.

(4) **Monthly Rates**—Add the specified percent to the existing monthly rates of pay.

(c) General:

(1) **Piece Work**—Adjustment of piece-work rates of pay shall be based on the amount of increases applicable to the basic hourly rate for the class of work performed. Where piece-work rates of pay are in effect on carriers having special rules as to the application of any increase, or decrease, in such rates, such rules shall apply.

(2) **Deductions**—Insofar as concerns deductions, which may be made from the rates resulting from the increases herein granted, under Section 3(m) of the Fair Labor Standards Act of 1938, they may continue to be made to the extent that such deductions were being legally made as of August 31, 1941.

(3) **Application of Wage Increases**—The increases in wages provided for in this Article I shall be computed in accordance with the wage or working conditions agreement in effect between each carrier and its employes represented by the Brotherhood of Railroad Signalmen, and in instances where fixed daily, weekly, or monthly rates are paid for all services rendered, the increase in wages shall be applied in such manner as will give effect to the number of hours used in fixing said rates and to the equivalent hours for special allowances included in said rates. Overtime hours will be computed in accordance with the individual schedules for all overtime hours paid for. Special allowances not included in said rates will not be increased.

(4) All employes who are on the payroll of the carrier on July 1, 1968, or who are hired subsequent thereto, regardless of whether they are now in the employ of the carrier, shall receive the amounts to which they are entitled under this Agreement.

Article II—Vacations

Section 1. Insofar as applicable to the employes covered by this Agreement, paragraph (b) of Article 1 of the Vacation Agreement of December 17, 1941, as last amended by the Agreement of January 13, 1967, is hereby further amended effective January 1, 1968 to read as follows:

(b) Effective with the calendar year 1968, an annual vacation of ten (10) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

In all other respects amended Article 1 of the Vacation Agreement of December 17, 1941, as contained in Section 1 of Article II of the Agreement of January 13, 1967, is continued in effect.

Section 2. Insofar as applicable to the employes covered by this Agreement, Article 15 of the Vacation Agreement of December 17, 1941, as amended, is hereby further amended to read as follows:

Except as otherwise provided herein this agreement shall be effective as of January 1, 1968 and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of two (2) years from January 1, 1968, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1969 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

Section 3. Insofar as applicable to the employes covered by this Agreement, Section 3 of Article I of the Agreement of August 21, 1954 is hereby amended, effective January 1, 1968, to read as follows:

An employe's vacation period will not be extended by reason of any of the seven recognized holidays (New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas) or any day which by agreement has been substituted or is observed in place of any of the seven holidays enumerated above, or the employe's birthday, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

Article III—Holidays

Insofar as applicable to the employes covered by this Agreement, Article II of the Agreement of August 21, 1954, as amended by the Agreement of August 19, 1960, is hereby further amended effective January 1, 1968 in the following respects:

Section 1. Section 1 of Article II of the Agreement of August 21, 1954, as amended by the Agreement of August 19, 1960, is hereby amended to read as follows:

Section 1. Subject to the qualifying requirements contained in Section 3 hereof, and to the conditions hereinafter provided, each hourly and daily rated employe shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

New Year's Day
Washington's Birthday
Decoration Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas

(a) Holiday pay for regularly assigned employes shall be at the pro rata rate of the position to which assigned.

(b) For other than regularly assigned employes, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.

(c) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employes shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (b) above, provided (1) compensation for service paid him by the car-

Agree on Wage Contract

AN AGREEMENT WAS signed in Washington, D. C. on April 21 by the National Railway Labor Conference providing for a general wage increase. The Brotherhood of Railroad Signalmen formally signed on April 18, after the General Chairmen had ratified a tentative settlement.

President C. J. Chamberlain reported the wage agreement exceeded terms recomemnded by Presidential Emergency Board 175. After signing the Agreement, he pointed out to the Journal that this modest gain was the first installment in our program to remove the gross inequities that exist in the pay structure of highly skilled signalmen.

The 18 month contract will expire at the end of the year, with the Brotherhood free to present new wage demands on September 1.

Highlights of the agreement is the wage increase of 22 cents an hour for all skilled Signalmen, Signal Maintainers and all other higher rated positions, retroactive to last July. In addition, they will receive a general wage increase of 3.5 percent effective July 1, 1968, a 2 percent increase, effective January 1, 1969 and 3 percent July 1, 1969. The increases will boost the average base wage of skilled signalmen 52.5 cents an hour, or 16 percent.

The semiskilled Assistant Signalmen and Helpers will receive 9 cents an hour, retroactive to last July 1 and then the general increases. This will boost the basic average wage of these members by 36 cents, or 12 percent.

Improved vacations granting ten working days for employes with two or more years of service, effective with the calendar year 1968.

Improved holiday pay rule calling for qualified hourly and daily rated employes to receive pay for any of the 8 recognized holidays that fall on an assigned rest day. In addition, when any of the recognized holidays fall within an employe's vacation period he will receive 8 hours pro rata additional pay for each holiday, effective January 1, 1968.

Accident Insurance, effective July 1, 1969, with the carriers assuming liability for payment of lump sum, medical expenses, and time loss for employes who suffer death, dismemberment and injury when riding in authorized off-track vehicles, deadheading under orders, or being transported at carrier expense.

The agreement reads as follows:

AGREEMENT

THIS AGREEMENT made this 21 day of April, 1969, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and hereby made a part hereof, and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees shown thereon and represented by the Brotherhood of Railroad Signalmen, witnesseth:

IT IS HEREBY AGREED:

Article I—Wage Increases

Section 1—First Wage Increase

(a) Increases of Signalmen, Signal Maintainers, and all others occupying generally recognized mechanics' or higher rated positions:

Effective July 1, 1968, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on June 30, 1968 of Signalmen, Signal Maintainers, and all others occupying generally recognized mechanics' or higher rated positions will first be increased by 22¢ per hour and then by 3.5 percent.

(b) Increases of other employes covered by this Agreement:

Effective July 1, 1968, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on June 30, 1968 of employes covered by this Agreement, other than those specified in paragraph (a) of this Section 1, will first be increased by 9¢ per hour and then by 3.5 percent.

Section 2—Second Wage Increase

Effective January 1, 1969, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on December 31, 1968 of employes covered by this Agreement will be increased in the amount of 2.0 percent.

Section 3—Third Wage Increase

Effective July 1, 1969, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on June 30, 1969 of employes covered by this Agreement will be increased in the amount of 3.0 percent.

Section 4—Application of Increases Provided for in Sections 1, 2 and 3

(a) Application of cents per hour increases:

(1) **Hourly Rates**—Add the amount of the money increase to the existing hourly rates of pay.

(2) **Daily Rates**—Determine the equivalent hourly rate by dividing the existing daily rate by the number of hours comprehended by the daily rate. The amount of the money increase multiplied by the number of hours comprehended by the daily rate shall be added to the existing daily rate.

(3) **Weekly Rates**—Determine the equivalent hourly rate by dividing the existing weekly rate by the number of hours comprehended by the existing weekly rate. The amount of the money increase multiplied by the number of hours comprehended by the weekly rate shall be added to the existing weekly rate.

(4) **Monthly Rates**—Determine the equivalent hourly rate by dividing the existing monthly rate by the number of hours comprehended by the monthly rate. The amount of the money increase multiplied by the number of hours comprehended by the monthly rate shall be added to the existing monthly rate.

(5) **Minimum Daily Increases**—The increases in rates of pay described in paragraphs (1) to (4), inclusive, shall be not less than eight times the applicable increase per hour for each full time day of eight hours, required to be paid for by the rules agreement. In instances where under the existing rules agreement an employe is worked less than eight hours per day, the increase will be determined by the number of hours required to be paid for by the rules agreement.

(b) Application of percentage increases:

General Chairmen Ratify Agreement

President C. J. Chamberlain welcomed 41 of the Brotherhood's General Chairmen to a meeting in Chicago, Illinois on April 18. He thanked all for being present on such short notice and advised the meeting was called for the purpose of submitting the tentative agreement, reached between our negotiating committee and the N.R.L.C. in Washington, D. C. on April 13, to our General Chairmen for ratification.

All Grand Lodge Officers and the Grand Board of Trustees were present with the exception of Grand Lodge Representative H. A. Stockdale and C. R. Scott, member of the Board of Trustees.

President Chamberlain reported this tentative agreement was reached after a marathon week-end bargaining session with the National Railway Labor Conference and Federal Mediators. This session lasting from 10 A.M. Saturday until 2 P.M. Sunday. The week-end session was presided over by Assistant Secretary of Labor W. J. Usery Jr.

President Chamberlain reviewed all events leading up to that week-end. The Secretary of Labor George P. Shultz met with Chamberlain and was thoroughly briefed on our position. Chamberlain stated that it isn't very often that a Labor Union has the opportunity to relate their problems to the Secretary of Labor. These events, among others, were considered in accepting this settlement and averting a national strike.

Chamberlain, in giving a resume of the provisions of the agreement, advised the General Chairmen that the Grand Executive Council and the Grand Board of Trustees recommended that it be ratified. He discussed the contents of the proposed agreement, stating that it exceeded the Emergency Board's report. He also pointed out that it contained nine cents an hour for our 2,000 Assistant Signalmen, Assistant Signal Maintainers and Helpers. These members received only the percentage increase in the Emergency Board Report.

Chamberlain stressed that as responsible Labor Leaders, we must always consider what is best for our members, our nation and the labor movement. He said, "striking without just cause could convey the impression that the leadership of the Brotherhood of Railroad Signalmen is irresponsible."

He stated that we are not satisfied with this agreement and never will be satisfied until the gross inequities are removed. But, he said, this modest gain completes only the first step taken by the Brotherhood of Railroad Signalmen to correct inequities in the pay structure of our members.

The new contract is for 18 months and will provide benefits retroactive to July 1, 1968, with the Brotherhood free to present new demands on September 1, 1969 for benefits to commence on January 1, 1970.

Highlights of the agreement are:

A 22 cent an hour increase retroactive to July 1, 1968 for Signalmen, Signal Maintainers, mechanics or higher rated positions. Also, a 3.5 percent raise, to be applied on top of the 22 cent boost.

A 9 cent an hour increase, retroactive to July 1, 1968 for semi-skilled employes, Assistant Signalmen, Assistant Signal Maintainers and Helpers. They also received the 3.5 percent boost, to be applied on top of the 9 cents.

A further 2 percent increase for all covered employes, retroactive to January 1, 1969 and an additional 3 percent to become effective next July 1, 1969.

Fringe benefit gains include two week paid vacations after two years' service instead of three years and eight "guaranteed" paid holidays a year. The guarantee means employes will be getting an extra day's pay if a holiday falls on their rest days or vacation days. The guaranteed holiday pay is retroactive to January 1, 1968 and every member entitled to such, must file claims within the time limit provisions. Claims will be honored by the carriers for a period not exceeding sixty days commencing April 21.

The carriers also agreed to assume the cost of an accident insurance policy covering lump sum payments, medical expenses and pay for time lost in the case of employes who suffer death or injury while traveling on off-track vehicles in the service of the employers. The policy carries a $100,000 benefit maximum.

The General Chairmen listened to all of President Chamberlain's remarks, discussed the tentative agreement at great length and then ratified the agreement by an overwhelming majority.

President Chamberlain thanked all General Chairmen, Local Lodge Officers and our members for their cooperation in letting the carriers know they were behind the Brotherhood in this wage movement. It was the loyal support of our members throughout the entire wage negotiations that proved how determined we are to correct the inequities that exist in our industry.

In closing President Chamberlain stated that with the signing of this agreement, we are formulating plans and compiling material for our next wage movement.

General Chairman M. P. Hughes of the B&O/C&O Chesapeake District joined the majority in ratifying the tentative agreement.

General Chairman J. J. Morris of the Texas & Pacific voiced his support of the Grand Executive Council's recommendation.